

A. G. Contract No. KR900843TRD
ECS File: JPA-90-48
Project: Economic Strength Funds
Section: Bisbee

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BISBEE

THIS AGREEMENT is entered into 11 June, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF BISBEE, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-1895.03 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. In accordance with Arizona Revised Statutes 48-1513
and 28-1895 et seq, the City has requested Economic Strength
Project (ESP) funds; the Department of Commerce and the
Economic Development Commission have recommended the approval
of such funds for the City, and the Transportation Board has
approved the funding, in support of construction improvements
to Cochise Row Road, hereinafter referred to as the Project, in
the amount of \$41,283.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>14782</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6/11/90</u>
<u>Jim Sheen</u> Secretary of State
By <u>Vivian V. Greenwood</u>

II. SCOPE

1. The City will:

a. Call for bids and award one or more construction contracts for roadways in support of the Project. Administer same and make all payments thereunder. Be responsible for any contractor claims for extra compensation. Provide the State a copy of the executed contract(s). Provide maintenance to the Project upon completion and acceptance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of \$41,283.

c. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended, or upon completion of the Project, whichever is sooner. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) one year after completion of the Project a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$41,283.

III. MISCELLANEOUS PROVISIONS

1. The City agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

3. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Director, Transportation Planning
206 South 17 Avenue, Room 300B
Phoenix, AZ 85007

City of Bisbee
City Manager
118 Arizona Street
Bisbee, AZ 85603

9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF BISBEE

STATE OF ARIZONA

Department of Transportation

By Lavern Williams

Mayor
Title

By Harry A. Reed
HARRY A. REED
Director, Transportation
Planning Division

ATTEST:

By Anita Russell

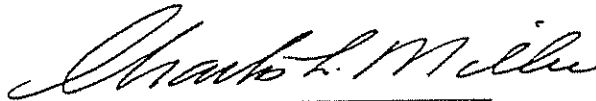
City Clerk
Title

2725j
9APR

RESOLUTION

BE IT RESOLVED on this 9th day of April 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Bisbee for the purpose of defining responsibilities for the administration of Economic Strength Project pass through funds in the amount of \$41,283.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Transportation Planning Division Director.

A handwritten signature in cursive script, reading "Charles L. Miller".

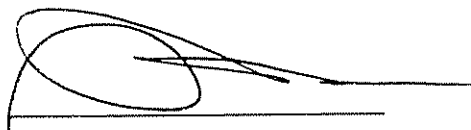
CHARLES L. MILLER, Director
Arizona Department of
Transportation

JPA 90-48

APPROVAL OF THE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF BISBEE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 1990.



City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-0843-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of June, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Division

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